

Proposed

Kelly Moving Inc.

South Carolina Household Goods Tariff

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE
STATE OF SOUTH CAROLINA**

ACCEPTED FOR PROCESSING - 2021 November 4 11:07 AM - SCPSC - 2021-346-T - Page 1 of 11

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Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by KELLY MOVING INC. These services are furnished between points and places in SOUTH CAROLINA.

SECTION 1**1.0 Transportation Charges**

Transportation charges will be applied to all jobs and vehicles at a rate of \$1.50 per mile roundtrip.

1.1 Hourly Rates and Charges

Moves will be conducted on an "hourly" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the KELLY MOVING INC office location, and concludes at the time of return to the office.

<u>Number of Movers</u>	<u>Hourly Rate</u>
Two Movers and a Truck	\$115.00
Three Movers and a Truck	\$145.00
Four Movers and 2 Trucks	\$205.00
Each Additional Truck/ Mover	\$30.00 per truck/mover per hour
Holidays	Time & Half

Any move Kelly Moving Inc. sees fit to use a rental truck, the customer will pay the full rental charge plus fuel. The Company reserves the right to determine the amount of movers needed for all moves.

1.2 KMI Hours/Minimum Hourly Charges:

Monday- Friday	Two-Hour Minimum Charge
Saturday	Three-Hour Minimum Charge
Holidays	Three- Hour Minimum Charge

KELLY MOVING INC. reserves the right to charge an applicable fee for all moves cancelled within 48 hours of the scheduled move date.

Holidays observed are as follows: 4th of July, Christmas Eve, Christmas Day, Labor Day, Memorial Day, New Years Eve, New Years Day, and Thanksgiving.

SECTION 2**2.0 ADDITIONAL SERVICES**

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Packing and Unpacking

2.1.1 The packing rate is the same as the hourly rate listed in Section 1; plus the market price of packing materials including tax.

2.1.2 KELLY MOVING INC is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. KELLY MOVING INC reserves the right to decline any moves consisting of extremely large or fragile items.

2.1.3 KELLY MOVING INC. is not liable for damages that occur in transport by a third party unaffiliated with the company.

2.2 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

2.3 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of KELLY MOVING INC.

SECTION 3**3.0 RULES AND REGULATIONS****3.1 Claims**

3.1.1 All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.

3.1.2 Claimant must notify carrier of all claims for concealed damage within 30 days of the move. KELLY MOVING INC must be given reasonable opportunity to inspect damaged items.

3.1.3 Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, KELLY MOVING INC reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify KELLY MOVING INC immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.2 Computing Charges

KELLY MOVING INC rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1, a mileage charge of \$1.50 per mile plus packing materials when necessary.

3.3 Governing Publications

KELLY MOVING INC rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

KELLY MOVING INC does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. KELLY MOVING will not accept responsibility for safe delivery of such articles if they come into KELLY MOVING INC's possession with or without KELLY MOVING INC's knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of KELLY MOVING INC's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

KELLY MOVING INC will not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

Before
The Public Service Commission
Of South Carolina
Docket NO: 2021-__-T

Application of Kelly Moving Inc (PSC/ORS Certificate No. 9733) To Amend Tariff and Scope of Authority to Statewide	Application and Request for Waiver of Public Notice and Hearing
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Kelly Moving Inc ("KMI" "Applicant") holds PSC/ORS Class E Certificate No. 9733 and is authorized to transport household goods "Between points and places in Spartanburg County and to points and places in South Carolina...". The certificate of Public Convenience and Necessity for the Operation of Motor Vehicle Carries was issued on October 28, 2003.

I. Amended Tariff

- I. KMI's current tariff was approved on June 5th 2018 by the Commission, Docket No. 2018-95-T. KMI is now requesting permission to amend its tariffs to increase hourly rates, minimum hourly rates and fuel/millage charges. A summary of the proposed new tariffs is attached.

- II. KMI submits the proposed changes are reasonable and necessary due to an increase in operating costs including fuel, materials and labor. The annual Inflation rate is at a 13 year high of 5.4% as of September 2021 according to the US Inflation Calculator, September 2021.
www.usinflationcalculator.com/inflation-inflation-rates/
- III. Gasoline prices rose 41.8% and diesel prices rose 38.48%
- IV. KMI needs the ability to increase wages and provide our employees some benefits to attract and retain them. The current labor shortage and increase in cost of living expenses has made it essential to increase employee compensation.
- V. There are additional operational costs for sanitary practices due to Covid-19, to insure our movers and clients safety.

II. Change Scope of Authority

- I. KMI requests to simplify and expand its Scope of Authority due to the demand for KMI services.
- II. For this KMI would like to change its current scope "These services are furnished between points and places between SPARTANBURG COUNTY,

SOUTH CAROLINA". To "These services are furnished between points and places in the state of SOUTH CAROLINA".

- III. The current wording effectively allows KMI to move household items to all points and places in Spartanburg County and from or to Spartanburg County to any place in South Carolina.

III Request for Waiver of Notice by Publication

- VI. A waiver of notice by publication is allowed by the Commission's regulations, S.C. Code Reg. 103-193(2)
- VII. Based on the past cost of similar notices, \$1,300 in 2018, KMI is respectfully requesting a waiver of Public Notices.
- VIII. KMI submits the Commission's website and Docket Management System will give adequate notice of this application.

IV Request for Waiver of Hearing.

- IX. Kelly Moving Inc understands the Commission's regulations do not require that the Commission conduct a formal hearing on a pending application that is not contested and due process has been followed. We respectfully request that this matter be expedited and the hearing be waived due to the impact that Covid-19 has had on our business.

It has been a challenge for any business to continue to operate with the many changes that the pandemic has had on the overall business economic environment.